

EXHIBIT 1

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FCA US LLC
9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12
13 RICHARD FLIER and PATRICIA
FLIER,

14 Plaintiffs,

15 vs.

16 FCA US, LLC; and DOES 1 through
17 10, inclusive,

18 Defendants.
19

) Case No. 3:21-cv-02553-CRB
)

) **DEFENDANT FCA US LLC'S**
) **OFFER OF JUDGMENT**
) **PURSUANT TO FEDERAL**
) **RULE OF CIVIL PROCEDURE**
) **68**

) Sup. Ct. Comp.: April 14, 2022
) Trial Date: None set
)
)

TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68 of the Federal Rules of Civil Procedure, Defendant FCA US LLC ("FCA"), on behalf of itself, hereby offers to allow judgment to be taken against FCA as follows:

1. Plaintiffs RICHARD FLIER and PATRICIA FLIER will surrender the 2017 Chrysler Pacifica, VIN 2C4RC1BGXHR571544 ("Subject Vehicle") by delivering the Subject Vehicle to FCA on a date, time, and place mutually agreeable no later than 90 days after FCA's counsel receives all documents necessary to process the settlement and surrender, unless circumstances caused by Plaintiffs result in delay. Plaintiffs will file a dismissal with prejudice as to the entire action against all defendants within three (3) days after satisfaction of funding.

2. Without admitting liability, FCA will pay Plaintiffs **\$106,000.00** for the Subject Vehicle, inclusive of any and all loan payoff amounts, civil penalties and any incidental/consequential damages, and any and all liability claimed in this action. FCA will satisfy such funding obligations within 90 days after FCA's counsel receives all documents necessary to process the settlement and surrender, unless circumstances caused by Plaintiffs result in delay.

3. In addition, FCA offers to pay reasonable costs, expenses and attorneys' fees pursuant to a properly noticed motion, pursuant to Civil Code Section 1794(d). (For purposes of such motion, Plaintiffs will be deemed the prevailing party pursuant to Civil Code Section 1794(d) and Code of Civ. Proc. Section 1032.)

4. FCA will waive all claims it may have for costs and fees in this action.

5. Failure to accept this Offer of Judgment will result in FCA claiming all benefits accruing to it under Rule 68 of the Federal Rules of Civil Procedure should Plaintiffs not achieve a more favorable result at the trial of this action.

6. This Offer of Judgment is made for the purposes specified in Fed. R. Civ. P. 68, and will be deemed withdrawn unless written notice of acceptance of this offer is made in the applicable time period set forth by law (within fourteen (14) days of the date that it was served). Plaintiffs' acceptance of FCA's Offer of Judgment must be made in writing, and may be indicated by the signature of Plaintiffs' counsel below.

GORDON REES SCULLY MANSUKHANI, LLP
Dated: January 6, 2023

By: /s/ Greg Gruzman
Spencer P. Hugret
Hailey M. Rogerson
Greg Gruzman
Ali Azemoun
Attorneys for Defendant
FCA US LLC

I hereby accept the above offer on the terms stated on behalf of Plaintiffs.

DATED: January 24, 2023 STRATEGIC LEGAL PRACTICES, APC

By: 
Tionna Dolin
Attorneys for Plaintiffs
RICHARD FLIER and
PATRICIA FLIER

Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

CERTIFICATE OF SERVICE

Richard Flier, et al v. FCA US LLC, et al.

USDC Northern District of California Court Case No. 3:21-cv-02553-CRB

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP, 275 Battery Street, Suite 2000, San Francisco, CA 94111. On the date below, I served the within documents:

**DEFENDANT FCA US LLC'S OFFER OF JUDGMENT PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 68**

- ☒ by transmitting VIA ELECTRONIC MAIL the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m. (*Per agreement of the parties.*)
- ☐ by having Nationwide PERSONALLY DELIVER the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at San Francisco, addressed as set forth below.

Tionna Dolin
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Attorney for Plaintiffs

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 6, 2023 at San Francisco, California.



Sara Palmos